The Solicitors' Journal

Vol. 99 September 17, 1955 No. 38

CURRENT TOPICS

The Task of the Jury

THE correspondence in the columns of *The Times* under the editorial title "Murder Charges" has developed along two main lines, one pointing to the desirability that more adequate remuneration and resources for necessary expenses should be made available from State funds for those who give so much time to the defence of poor prisoners, and the other aimed at alleviating the difficulties of ordinary people called upon to serve as jurymen. To harp here upon the first would be to preach to the converted. So far as the task of juries is concerned, anyone who has sat through the speeches at any considerable trial will have observed how it is possible for the point of view to change and the sympathies to sway accordingly as one or another piece of evidence is spotlighted. That is what makes it so right that, whatever tactical advantage the defence may secure or deem it proper to abandon in the matter of the order of final speeches, the final one of all should be an impartial review of the evidence itself by the judge in his summing up. Whilst we do not go so far as one correspondent, who suggests what is potentially a second hearing of the trial by means of recordings in the jury room, we think there is a lot to be said for providing the jury with a written *précis* of the summing up for reference in their deliberations. It would lessen any misunderstanding as to what the judge said without in any way removing from the jury a function which they alone can discharge. Transcripts for the public of the whole trial we would deprecate. The newspapers already publicise the essential facts. The only result of automatic availability of the whole transcript which we can foresee would be to lead the general public to think that they enjoyed a sort of supervisory jurisdiction over a matter which, solemn as it is, is much better left to the courts and the Home Secretary. Nobody belittles the importance of a just verdict on such a charge as murder, but it is not seemly that the modern urge to quarrel with the decisions of the umpire or referee should be encouraged to stray beyond the bounds of sport. However harassed or dull the juryman, by the end of the trial he knows more about the issues in the case than "public opinion" does.

Inquiries of Local Authorities or a Comprehensive Register?

A DETAILED answer to a recent letter by Mr. A. E. HAMLIN to THE SOLICITORS' JOURNAL (*ante*, p. 522) is contained in a leading article in the *Local Government Chronicle* for 3rd September. In the letter, Mr. Hamlin complained that as a result of the Town and Country Planning Act, 1947, and other recent legislation forms of inquiries to local authorities contained more and more questions. He asked whether it was not time that local authorities should be forced to register any notice, claims, charges or other matters affecting one's property at the Land Registry. The writer of the article doubted whether there would be any real advantage in the scheme, but conceded that, if and when registration of title is made compulsory over the whole country, it may well be

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possible to combine some of the entries in the local land charges registers with the register of title. Selecting some of the questions in the comprehensive list submitted to county borough councils, he came to the conclusion that it would be possible to enter the answers to some in a separate schedule of the land charges register, but not others. He followed the recent example of The Law Society in inviting readers to submit examples of serious difficulties arising, in this case to local authorities, from the operation of s. 33 of the Town and Country Planning Act, 1954, which enables prospective purchasers to inquire from local authorities whether it is intended to acquire the land compulsorily in the near future. Mr. Hamlin had suggested that any local authority intending to purchase a property should register a notice earmarking the land for a short period. Even if there was universal registration for both titles and charges, the article concluded, there would inevitably be a large number of other matters which, because of their temporary character or otherwise, it would be impracticable, without a vast expenditure of effort, to put on the register.

Bail for the Man with a Record

THE Home Office has circularised clerks to justices asking them to bring to the notice of their justices the observations of the LORD CHIEF JUSTICE in the Court of Criminal Appeal on 6th July last in *R.* v. *Wharton* concerning the grant of bail pending trial to persons with long criminal records. Lord Goddard said: "This man, who is only twenty-six years of age, has a very bad record. In the autumn of last year he was before the magistrates and committed for trial for robbery with violence. It is surprising to find that the magistrates admitted him to bail considering his past record, because he had been convicted over and over again. What was the result? He was about to be tried at the Manchester Assizes and was tried on the 22nd November. He being on bail, on the 20th November he committed another robbery with violence. That is what comes of granting bail to these men with long criminal records. The court has pointed out over and over again how undesirable it is, unless there is some real doubt in the minds of the magistrates as to what the result of the case is likely to be, to grant bail in such cases as this case. It is no kindness to the prisoner, because he has committed another robbery with violence for which he has five years imprisonment. It means now that he is in prison for nine years, four years for the first robbery with violence and five years for the second, running consecutively. If he had not been bailed, he could not have committed the second robbery with violence and he would only have had to serve four years so the only result of giving this man bail is that somebody has been robbed and assaulted badly and he has to serve nine years in all."

The Commonwealth and Empire Law Conference and Retirement Benefits

A MOST valuable summing-up of the work of the plenary and committee sessions of the Commonwealth and Empire Law Conference is contained in the reports of the various committees, prepared by their respective chairmen, and now published in the current issue of the *Law Society's Gazette*. Retirement benefits, a report on which was made by Sir EDWIN HERBERT, were the subject of exhaustive discussion. The problem, it was agreed, was most urgent in England, because of the higher rate of taxation, and the committee endorsed the view of the Council of The Law Society in England that the continuance of private practice was at stake. While the committee did not discuss the administrative details of a retirement benefit scheme, their views were divided on whether it would be desirable for the trustees of any such scheme set up for the legal profession to lend to lawyers already within the scheme sums not exceeding their total contributions, so as to help them with their capital requirements and with the running expenses of their practices. This suggestion appealed to the legal profession both in Scotland and in New South Wales, but the view expressed on behalf of the legal profession in England was that, as neither the Millard Tucker Committee nor the Royal Commission on Taxation of Profits and Income had included any such recommendation in their reports, it would be preferable not to press for this additional assistance at the outset.

National Insurance Decisions

A FEW weeks ago the newspapers recorded the refusal of the National Insurance Commissioner to order the payment of maternity benefit in respect of the confinement of the wife of a member of the London Mosque. The ground of refusal was that a marriage conducted under a law or custom which allowed polygamy did not constitute the woman a wife within the meaning of the National Insurance Acts, notwithstanding that the husband in question has, in fact, no other wife. Some other recent decisions on the Acts are shortly reported in the Administrative Law Reports appended to our quarterly contemporary, the *British Journal of Administrative Law*. They all show a scrupulous regard for the niceties of the interpretative process as applied to the relevant regulations and, perhaps, do something to offset the growing idea of an administrative tribunal as necessarily an arbitrary one. To the Commissioner now falls the task, formerly discharged by the county court judges as part of their workmen's compensation jurisdiction, of deciding whether or not an accident arose out of and in the course of a particular employment. Who can say, hard as the case may seem to those who expect everything from the Welfare State, that his decision was not in the true line of authority when he held that a farm employee, deliberately shot at by a demented fellow worker while at work, did not sustain his injuries as a result of an accident so arising (R. (I) 76/54)? Equally unfortunate for the insured, yet impeccable if we may say so on the material before the Commissioner, is the conclusion reached in the case of the pregnant school teacher (R. (S) 24/54). On her doctor's advice she stayed away from school during an outbreak there of German measles, an ailment well known to be dangerous to the child *en ventre*. She claimed sickness benefit. The regulations allow this, in a case falling short of incapacity for work, only if the claimant is under medical care for a disease or disablement and a doctor certifies that by reason of that disease or disablement he or she should abstain from work. The doctor had certified that the teacher should not work where she was exposed to a particular risk—not that she should abstain from work as a school teacher. Whether a doctor could conscientiously, in similar circumstances, give a certificate which would meet the terms of the regulations, we do not know. Like the Muslim marriage case, this one seems to expose a situation which it might be considered proper to alleviate in any amendment of the national insurance scheme. Schools are not the only places of employment in which expectant mothers have to watch the risk of infection.

Planning Appeals

ONE of the sections in the report of the Ministry of Housing and Local Government (1950–51 to 1954), published on 2nd September, of specifically legal interest is that relating to planning appeals. No complete statistics are available

to show the number of applications for planning permission, but there is an increase roughly in proportion to the increase in the number of appeals to the Minister. This rose sharply from 3,528 in 1951, and 3,441 in 1952, to 4,456 in 1953 and 5,208 in 1954. There resulted some delay in dealing with appeals. Steps were taken towards the end of 1953 to improve the rate of deciding appeals, with the result that the number of appeals decided in 1954 was 43 per cent. higher than the number decided in 1953. Even this did not wipe out arrears, but only sufficed to prevent the position from deteriorating. Further steps were being taken at the end of the year to deal with the position. The report states that one of the most difficult kinds of appeal to decide is that relating to the external appearance of buildings. Improvement is bound to take a long time, and meanwhile difficulties over external design arise in an acute form in three particular types of case. First, it says, there are cases where a developer proposes to erect a building of a modern design—often with a flat roof—which, while acceptable or even extremely good in itself, is very different from other development in the vicinity. In these cases the Minister, in common with most local planning authorities, is generally reluctant to refuse permission for a good design purely on grounds of incongruity, though occasionally the maintenance of uniformity in general outline is justified. A second special problem is stated to be that of the design and appearance of office blocks to be erected as part of the rebuilding of the City of London. The advice of the Royal Fine Art Commission is frequently sought in an attempt to overcome these difficulties. The third special difficulty arises over the external appearance of buildings in areas of outstanding beauty where the traditional building materials have become too expensive for general use.

Bills in a Set

IF Mr. SIDNEY H. CHARTER, who wrote to *The Times* of 9th September, is right, students of law ought not to be bothered to have to learn about the mysterious commercial practice of drawing bills of lading and bills of exchange in sets of two or three. He wrote that, after many years' experience in handling shipping documents and oversea correspondence, it appeared to him to be an appalling waste of time, energy, materials and money. Duplicating the sending of correspondence to distant addresses oversea, with all the additional work it entailed, from the higher executives responsible for signing, right through the office to the junior who attended to the post, was, he said, useless and of no value to the recipients, but only piled up as waste. Mail services throughout the world were now so reliable that losses or delays were experienced only on very rare occasions, and when they did occur they were known and reported in a matter of a few hours. The practice had long since ceased to serve any useful purpose.

Unsatisfactory Tenants

"UNSATISFACTORY TENANTS" is the title of the sixth report of the Housing Management Sub-Committee of the Central Housing Advisory Committee, which was published on 5th September. Evidence was invited from 101 local authorities, the local authorities' associations and a number of other interested organisations. If the report does not, in the result, frame a code for dealing with tenants of local authorities which is comparable in complexity or benevolence to the Rent Restrictions Acts, it indicates both the problems peculiar to local authorities and the principles to be applied in tackling them. The committee estimate that some 2,500 tenants leave council dwellings each year as a result of a notice to quit. This means to the authority a loss in rent and officials' efforts and to the families loss of a home. They add that tenants are more often evicted for arrears of rent than for any other reason, and the committee find that those unable to pay the rent asked may be helped by transfer to a cheaper house or through the operation of a differential rent scheme. They add that where tenants can pay the rent, but will not do so, it is essential to act early before arrears accumulate. The issue of a distress warrant or a default summons might be considered if initial moves fail. The report lays full emphasis on the necessity that housing authorities should have some houses of a standard intermediate between new houses and the poorest dwellings for families whose standards make them unacceptable to other landlords; and that rehabilitation service, including help in home management, should be used to prevent families breaking up through eviction and to foster re-establishment in the community if evicted.

The Canadian Bar Association and Sir Alfred Denning

THE Canadian Bar Association, at its recent thirty-seventh annual assembly, presented, through the Prime Minister, Mr. ST. LAURENT, honorary life membership in the association to LORD JUSTICE DENNING. Mr. St. Laurent said: "The common law, the philosophy which supports it, together with the Crown and the parliamentary system, are bonds which hold the Commonwealth together. By his wise judgments and his learned lectures and articles, Lord Justice Denning is strengthening respect for that common law and thereby making his own substantial personal contribution to the preservation of Commonwealth ties." Mr. St. Laurent spoke appreciatively of Sir Alfred Denning's recent article dealing with one of the greatest threats to democratic freedom: the expanding power of the executive in government. He said that there was a tendency among citizens of all societies like that of Canada to expect more and more from governments, particularly the central government in a federation, and there was an increasing force of public opinion urging that the State should become more directly concerned in assuring the welfare of its citizens.

"Over-Forties" in the Civil Service

THE Civil Service Commissioners recently announced a new policy of offering pensionable appointments to men and women of from forty to sixty years of age with salaries between £8 8s. and £13 13s. a week. They have now followed this up by publishing, on 5th September, specimen examination papers to serve as "a guide to the general character of the tests." The type of candidate required, it has been stated, should have the equivalent of three years' secondary education, and the average examinee of mature age should be able to answer the questions with little pen-biting. Such simple multiplication and division and questions on grammar, spelling and correct English, and even on current events, as are to be found in the specimen papers would not frighten a child of three years' experience at school. The standard is low and, to be frank, so is the pay, even if the pension is taken into account, unless the work offers a possibility of promotion to higher pay. Solicitors need not be afraid that their experienced managing clerks will be tempted, even by the pensions offered, and so long as such low rates are available elsewhere for the "over-forties," the contribution of the Commissioners to any problem that exists may in the end prove nominal. The offer of some non-pensionable jobs to the "over-sixties" would, however, be a valuable contribution to the solution of a problem that is at least as serious as that of the "over-forties."

DEREQUISITIONING

Now that the Ministry of Housing and Local Government have given their marching orders to local authorities in Circular 39/55, and the extremely complicated bone structure of the Requisitioned Houses and Housing (Amendment) Act, 1955, has been given a nervous system to enable it to be worked, by the advice and recommended forms in the circular, and also by the Requisitioned Houses (Compensation) Regulations, 1955 (S.I. 1955 No. 1331), made under s. 4 of the Act, private practitioners may expect to be asked for advice from owners of requisitioned houses. We thought, therefore, that some notes on the questions that are most likely to arise would prove useful. (Together with the circular, the Ministry have issued "Notes for Owners," to be sent by the local authority to each owner with the next payment of rental compensation—or earlier.)

(*A*) *How can I secure the derequisitioning of my house?*

Apart from awaiting an "invitation" from the authority under s. 4 (see below), the owner of a requisitioned house has the following courses open to him if he wishes to have the requisition lifted:

(i) He may apply to the local county court for an order for the recovery of possession of the dwelling (s. 5); the summons will follow the usual County Court Form 21 (1), and the particulars of claim should include a reference to the Act. Section 17 (2) of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, applies and, therefore, there will be no limitation on the jurisdiction of the court by reason of the value of the property. If the premises are occupied by a licensee, the licensee will have to be made a party to the proceedings, although the summons must of course be taken against, and duly served on, the local authority. The Ministry's notes state that the owner will have "to satisfy the court that he is suffering greater hardship by being deprived of the house than would be caused to the present occupants by an order ending the requisition," and he may apply to the court only where he has not acquired the dwelling by purchase under a contract made after 30th November, 1954, *and* where he requires the dwelling as housing accommodation for himself, his spouse, his father or mother or his son or daughter over eighteen years old (see Rent Act of 1933, Sched. I, para. (*h*)).

In these proceedings, the court must have regard to what alternative accommodation may be available for the licensee, and they must assume that he will be given no special preference over other persons on the waiting list in the allocation of housing accommodation by the local authority (see s. 5 (3)).

In any case where proceedings are taken under this section, it will have to be established that the "requisitioned dwelling" of which possession is sought is, or is part of, a "requisitioned house" for the purposes of the Act. In any case of difficulty, it may be advisable to apply for the Minister's certificate to that effect, which certificate will be conclusive (see s. 18 (2)). Applications need not be in any particular form, but they should be addressed to "The Secretary, Division H.I., Ministry of Housing and Local Government, Whitehall, S.W.1," or in Wales to "The Under-Secretary, Welsh Office, Ministry of Housing and Local Government, Cathays Park, Cardiff."

(ii) He may (by letter—address as above) make representations to the Minister of Housing and Local Government that he will suffer "severe hardship" if he cannot either obtain vacant possession of the house or obtain its vacant possession value (s. 6). In response to such representations the Minister may, after consultation with the local authority, direct them either to release the house or to offer to purchase it from the owner at its compulsory purchase value for its existing use (1955 Act, s. 6 (2), and Town and Country Planning Act, 1947, ss. 51, 112, and Sched. III), and subject to the addition of any unexpended balance of established development value (Town and Country Planning Act, 1954, s. 31). Obviously, therefore, this section should not be used where the owner is interested in the release of the property itself and not just its financial value.

(iii) He may await the vacation of the dwelling by the existing occupier/licensee of the local authority. Under s. 3 of the 1955 Act, the authority should thereupon release the dwelling (unless it forms part of a house), but the Minister has given a general direction under s. 3 (7) requiring authorities not to release such properties unless they consider "they should be released" to their owners, so that alternative accommodation may be available for licensees displaced under s. 5 or s. 6 (see Circular 39/55, para. 12). The legality of this general direction is perhaps open to challenge, as the power to give directions under s. 3 (7) seems to apply only in the case of "any local authority," suggesting that directions may be given only in a particular case.

It is also emphasised in the circular, and it is clearly sound advice, that before using the powers of s. 5 or s. 6, the owner of requisitioned property should first approach the local authority—they may, after all, be ready and willing to effect a release.

(*B*) *I have been invited by the local authority to accept the licensee as a tenant. What should I do?*

The power to issue such an "invitation" under s. 4 of the Act is obviously going to be exercised freely in the next few months, as the Minister has directed (Circular 39/55, para. 6) all local authorities to issue these invitations, in the form set out in Appendix IV to the circular, to *all* owners of requisitioned houses, *except* where the house is included in a declared clearance area under Pt. III of the Housing Act, 1936, where the authority have decided to acquire it compulsorily, where it is subject to an operative demolition order, where it is in use as a "half-way house," where the authority have reason to know the owner will decline the invitation, or where they intend to release the property before 1st April, 1956. (The expression "half-way house" is not used in this or any other statute, and it is not explained in the present circular, but it is obviously intended to refer to a house used by a local authority (as many do in practice) to house persons in need of accommodation who, by reason of their personal habits, lack of education, or financial circumstances, cannot at present be housed in ordinary council houses: see the Ministry's pamphlet recently issued, "Unsatisfactory Tenants.")

An owner faced with such an invitation cannot be compelled to accept it, and his refusal of the invitation should not prejudice any application he may be able to make to the court under s. 5, or any representations under s. 6. On the other hand, there may be financial attractions in some cases, especially if he knows the present licensee is likely to make a good tenant (if such licensee subsequently surrenders the tenancy, which will of course be protected by the Rent Acts, the local authority will have no say over the selection of the next tenant). If the invitation is accepted (in the form scheduled to the circular), the owner will be entitled to the following:

(i) *Rent* from the licensee/tenant, calculated at the rental compensation previously payable, *plus* the statutory repairs

deduction (see Sched. III to the Housing Repairs and Rents Act, 1954), *plus* the rates and water rates (see s. 18 (1)), *plus* the annual cost of providing any services which were provided by the local authority under the licence. If this rent—which will be the standard rent for the purposes of the Rent Acts, regardless of any lower standard rent applicable to the dwelling before requisitioning—is greater than the occupation charge paid under the licence by the licensee, only such amount will be recoverable from the tenant, and the remainder will be paid to the owner by the local authority; *and*

(ii) *Compensation* in return for the acceptance of the licensee as a tenant, payable by the local authority. This will be paid as a lump sum, in accordance with the nature of the owner's interest in the property, and has been fixed by the Requisitioned Houses (Compensation) Regulations, 1955, so as in no case to exceed five times the rental compensation payable in respect of the dwelling under s. 2 (1) (*a*) of the Compensation (Defence) Act, 1939, for the year ending with the date on which the "invitation" was served by the local authority.

The following table will apply (see Circular 39/55, Appendix IV, para. 2):

Owner's interest	*Rate of compensation*
Freehold, or lease with 28 or more years to run	5 years' rental compensation excluding any element for rates, repairs or reimbursement of insurance premiums.
Lease with 21–28 years to run ..	4 years' do.
Lease with 14–21 years to run ..	3 years' do.
Lease with 7–14 years to run ..	2 years' do.
Lease with less than 7 years to run ..	1 years' do.

(iii) In addition, terminal compensation will be payable, as will be the case on any derequisitioning, under s. 2 (1) (*b*) of the Compensation (Defence) Act, 1939.

(C) Who can take action or claim compensation as above?

The Act refers throughout to the "owner" of a requisitioned dwelling or house as being the person who may seek to secure possession, or claim compensation under s. 4. In s. 18 (1), the term "owner" is defined as being the person who, apart from the Act of 1955 and the emergency powers under which the requisition was originally imposed, "would be entitled to possession of the premises." If, therefore, the property is subject to a lease, the leaseholder will be the "owner," and he will be able (e.g.) to saddle the property with a statutory tenant under s. 4, without any observations from the ground landlord who, indeed, has no status at all under the present Act. If a clause in the lease prohibits sub-letting, however, the owner cannot accept a tenant under a s. 4 invitation without first obtaining the consent of his landlord: see s. 4 (6). There are precedents, however, for the legalisation of such action, which may well damage the value of the reversion, for an "owner" under the Public Health Act, 1936, who is not necessarily the fee simple owner (see s. 343 (1)) may, by default in compliance with a great variety of different sections of that Act, saddle the property with charges that are enforceable by the local authority against all interests in the land (see the Public Health Act, 1936, s. 291).

J. F. G.

THE YEAR'S PROCEDURE CASES—I

In the hope that these columns are perused by a sufficient number of litigation clerks—that sturdy breed—we plan to deal first, in reviewing some practical points touched on in the reported cases of the last legal year, with a few matters more routine than tactical; matters of importance, certainly, as every detail is important in the successful conduct of an action, but droplets nevertheless of know-how which the clerk may with advantage imbibe while his principal is, perhaps, still on holiday.

Serving a writ (or any other document) on a limited company is usually quite straightforward if the company is registered in Great Britain. In *Deverall* v. *Grant Advertising, Inc.* [1954] 3 W.L.R. 688; 98 Sol. J. 787, the Court of Appeal had to consider a method of service appropriate to a corporation not so registered. Sections 406 to 414 of the Companies Act, 1948, apply to oversea companies. An oversea company is one incorporated outside Great Britain which, after the Act, establishes a place of business within Great Britain; or which has, before the Act, established such a place of business and continues to have an established place of business here at the commencement of the Act. So that it may become a question of fact whether the activities of a given company bring it within that definition. The plaintiff in the recent case failed to convince the Court of Appeal that the defendant corporation had ever established a place of business in Great Britain. If it had, it would have been bound by s. 407 of the Companies Act to furnish to the registrar of companies the name and address of someone resident here on whom service could be made of any process or notice required to be served on the company. Further, in default of furnishing those particulars, it would have left itself open to be treated as sufficiently served with any such document which was left at or sent by post to any place of business established by it in Great Britain (s. 412). It is in connection with this facility in default of registration of particulars that the Court of Appeal was called upon to consider the law as distinct from the facts of the situation. For, on the plaintiff's own case, the established place of business here (if such it had been held to be) had ceased to be an existing place of the company's business before the time arrived to serve the writ.

Could the proviso to s. 412 be construed as including an address where the company had at any time had an established place of business? Alas for process servers, the answer was no. If at the time of service the company in question has ceased to have a business address at the place where service is sought to be made, the language of the section is not complied with. As Romer, L.J., said in a passage of general application, the intention which underlies all procedure with regard to substituted service is that the defendant will probably get to hear of the proceedings. This was a consideration which supported the natural construction of the proviso to the section. It seems that unless a plaintiff can (*a*) discover from the register of companies an appointed nominee to accept service who has not died or removed and who does not refuse the writ, or (*b*) show that the company has at the time of service an established place of business at the address where he proposes to send the writ, he must apply under Ord. 11 for leave to serve the writ or notice of it out of the jurisdiction. And that he must do before he launches his proceedings, unless, besides the foreign corporation, there is another defendant physically present in this country (Ord. 2, r. 4, read with Ord. 11, r. 1 (*g*)).

What may be thought in our wisdom after the event to be a somewhat obvious point was decided by Harman, J., in *Morley and Another* v. *Woolfson and Another* [1954] 1 W.L.R. 1363; 98 Sol. J. 769. A practice direction ([1954]

1 W.L.R. 693; 98 SOL. J. 256), framed with the object of ensuring so far as possible that a witness action in the Chancery Division should come on for hearing on a definite day "related to the day on which it was set down for trial," after providing for a certificate of probable length to be furnished to the cause clerk by the solicitors for each party, and for the notification in the list of dates of hearing, contained the sentence: "All applications with regard to cases appearing in the witness list are to be made to the judge notified in the daily cause list as the judge in charge of the list." One of the defendants in the *Morley* case, after it had appeared in the witness list, applied to the master for particulars of the statement of claim, whereupon the master dismissed the summons, holding that the practice direction deprived him of jurisdiction to hear it. But Harman, J., said that the intention was to confine to the indicated judge only applications *as to the hearing* of cases. Ordinary interlocutory applications should, as hitherto, be made by summons returnable before a master. It may with advantage be noted as a piece of cautionary guidance that the master named another ground for dismissing the application for particulars: not all necessary parties had been made respondents to the application.

We must remember, on the general question of the powers of the Chancery masters, that any party has a right to bring any point before the judge in person. Subject to this, the masters now have, as was remarked in an article commenting on the latest amendments to Ord. 55 (*ante*, p. 141), a redefined jurisdiction almost concurrent with that of the judges in chambers except so far as the judges may direct. The Chancery judges have signified in a memorandum ([1955] 1 W.L.R. 427; *ante*, p. 253) that they do not propose at present to give any such limiting directions, but at the same time they clearly do not expect to be relieved under this reform of any but straightforward or comparatively trifling references.

Simplification of routine steps in chamber proceedings is the keynote of a Chancery practice direction to be found at [1955] 1 W.L.R. 36; *ante*, p. 11. The necessity for a summons on *ex parte* applications supported by affidavit is now generally obviated; office copies for the judge or master of affidavits in interlocutory or procedural matters need no longer be bespoken—thus vanishes one of the distinctive peculiarities of the outdoor clerk's Chancery work as compared with Queen's Bench; and a new scheme has been devised which makes it generally unnecessary to prepare deeds, powers of attorney and receipt forms in preparation for a redemption appointment in a foreclosure action. On the other hand, a complication is found to be called for in connection with appeals from county courts or magistrates under the Guardianship of Infants Acts. Before taking an appointment for directions under Ord. 55A, r. 6 (4), the appellant's solicitor must obtain from the lower court a statement of its reasons for the decision complained of and lodge it with the judge's clerk on seeking the appointment (practice direction [1955] 1 W.L.R. 335; *ante*, p. 207).

The Law Reform (Limitation of Actions) Act, 1954, by substituting a general limitation period of three years for the commencement of proceedings in personal injuries actions of all types and whatever the status of the defendant, has probably rendered extinct the professionally embarrassing line of cases posthumously represented by *Bowler* v. *John Mowlem & Co.* [1954] 1 W.L.R. 1445; 98 SOL. J. 820. But at least for the sake of avoiding the costs of discontinuing an action and starting again, it is still important to see that a grant of administration is obtained *before* a writ is issued on behalf of the estate of a person who left no will naming an executor. The Court of Appeal were able to save the Fatal Accidents Act portion of the claim in the *Bowler* case by relying on the fact that under Ord. 3, r. 4, the indorsement of a writ is the place where any representative capacity is required to be shown. Accordingly, the indorsement not mentioning representative capacity, the description "administratrix of *A B*" following the plaintiff's name in the title of the action did not render the writ (issued before grant) a nullity; it was a misdescription and could be cured by amendment, said Denning, L.J., at p. 1447, "just as a misnomer can."

Only ten pages later in the same volume of reports (*Pearlman* v. *Bartels*, 98 SOL. J. 851) we find an example of the court's realistic attitude to a more common case of misnomer. Judgment after trial had been obtained by the plaintiffs in an English action against "Bernhard Bartels" for damages for breach of a contract made in that name. Then the plaintiffs sought to enforce that judgment in the German courts, only to be met by the plea that there was no such person as Bernhard Bartels, that being merely the name under which the true defendant Josef Bartels was wont to trade. It does not appear that the German courts were much moved by the objection, but pending an appeal in Germany and out of an abundance of caution the plaintiffs asked the leave of the English High Court to amend the title of their action and, consequently, the name of the person affected by the judgment by substituting "Josef Bartels trading as Bernhard Bartels." The court saw no difficulty in allowing the amendment. Indeed, that the application went as far as the Court of Appeal was apparently due only to the existence of an authority (*MacCarthy* v. *Agard* [1933] 2 K.B. 417) which it was suggested meant that there was no power to amend a judgment once entered. But in that case the judgment was in the special form, now happily obsolete, applicable to married women, and the amendment sought was, therefore, an alteration of substance. "Where the substantive judgment is not being altered," said Denning, L.J., "but only the title of the action, it is to my mind plain that this court has ample jurisdiction to correct any misnomer or misdescription at any time whether before or after judgment." The application lies in the first instance, of course, by way of master's summons.

Much more drastic alterations in an order of the court were made by Roxburgh, J., in *Re Harrison's Settlement* [1955] 2 W.L.R. 256; *ante*, p. 74, when against the wishes of all parties he recalled his approval, already pronounced in chambers, of a scheme varying the trusts of a settlement. A decision of the House of Lords (*Chapman* v. *Chapman* [1954] A.C. 429; 98 SOL. J. 246) published before the order had been perfected by entry showed that approval not to be competent. The Court of Appeal held that the learned judge had a discretionary power so to reverse his own spoken decision and that he had exercised it judicially. "When a judge has pronounced judgment he retains control over the case until the order giving effect to his judgment is formally completed." This is a principle which seems to apply in all divisions of the High Court, and in county courts too, though the interval for second thoughts is probably longest as a rule in Chancery cases. And it seems clear from what Jenkins, L.J., says in the Court of Appeal that the control of which he speaks allows the judge (or, we would add, the master, if he made the order) to recall his spoken word on the application of a party in a proper case no less than of his own motion.

In discussing misnomer a couple of paragraphs back, we referred to the enforcement in a foreign country of the judgment of the English court. The reverse process, that is to say direct enforcement in this country of judgments given abroad, is dependent on registration of the particular judgment under the Administration of Justice Act, 1920, or the Foreign Judgments (Reciprocal Enforcement) Act, 1933, as may be appropriate (cf. Annual Practice, 1955, pp. 716 and 722). The States federated together as the Commonwealth of Australia and their territories are individually countries to which the 1920 Act, and, therefore, the procedure laid down in Ord. 41A, have been applied. As from the 1st May, 1955, a modification of this situation has to be observed, for a new Order in Council (S.I. 1955 No. 559) extends the 1933 Act to what is known as the Australian Capital Territory, the area round Canberra from which the Commonwealth is governed. Canberra is a sort of Australian "Washington, D.C." In future, then, anyone given the job of registering for enforcement in England a judgment of the Supreme Court of this small part of Australia must forget Ord. 41A and consult Ord. 41B. Tweedledum and Tweedledee? Not exactly, for we are agents here, willy-nilly, of a change of policy instituted twenty years ago. For a discussion of which topic those interested had better be referred to Cheshire's Private International Law, at p. 593 of the fourth edition.

J. F. J.

FAR TO GO: A COUNTRY CHILD IN TROUBLE

DEAR MR. HIGHFIELD,

I am getting on all right at the Probation Home, and am sorry I haven't written sooner. Some of the other girls are quite nice, really. It's funny, though, none of them are from the country, like me, and the town girls haven't had half the messing about that I have since Mum saw you, two months ago, about me and you know what.

Do you remember the goings-on at Bluetown when Mrs. Smith reported me to the police? You told me that a juvenile court had as much publicity as a circus, what with having to book the town hall specially for me, and all those cars lined up with the probation officer from Whitetown, the school attendance officer from Greytown, and so on. As for our village, all the neighbours had their noses pressed to the window when the policeman came and all those inquiries about my home surroundings were going on. Well, the girls here tell me that in towns nobody knows when there's a juvenile court being held, and of course all the strangers snooping about aren't noticed where there are so many people about anyway. I do wish I lived in a town.

It's funny, but most of the girls here were sent here direct from their own home town, without being trailed all over England in police cars. They tell me that all the bigger towns have their own remand homes and what not. I'm trying to remember what happened to me since that first day in Bluetown juvenile court—you said someone ought to write to the papers about it, so if you like you can send this on after you've read it yourself.

First the magistrates, after you pleaded guilty for me, said they wanted a medical report. So they remanded me for a fortnight, so as to go to Greentown. But first, of course, they had to fetch a policewoman from Blacktown; so after waiting about at the Bluetown police station, off we all went, and they dumped me at Greentown. The Bluetown policeman would have to drive the policewoman back to Blacktown before getting back to Bluetown himself. What a lark.

At Greentown they gave me my medical, and of course I had lots of interviews with the trick-cyclist, who wanted to know why I'd taken the money, and so on. That took some days. Actually I didn't live at Greentown; I stayed at the Mauvetown remand home, ten miles away, but was taken to and from Greentown as required.

Well, a fortnight later they collected me from Greentown and took me back to Bluetown, the Bluetown policeman as per usual having to go to Blacktown first to pick up my female escort. (Why can't they ask the Bluetown policeman's wife to go on a day's outing instead? She was a jolly good sort.) Anyhow, we all arrived safely at Bluetown, and the court read all the reports, and said that I would have to go to a probation home for a year. Well, the probation officer from Whitetown stood up and said that the only available home was here at Pinktown, but there wouldn't be a place vacant for another fortnight. So you stood up and said the magistrates could name the probation home as soon as a place was available. Then the magistrates' clerk said, Oh no, we can't do that there here, the law being that the magistrates have actually to name the probation home, and they couldn't do that until they knew for a fact that Pinktown would take me. So you said, Oh yes, I see, what a pity, and so forth. Anyhow, the magistrates said that I would have to be remanded for another fourteen days.

That time, I went to the Yellowtown remand home, escorted as usual, police car as usual.

A fortnight later, back we all came to Bluetown—me, policewoman, police driver—for a last go in the Bluetown juvenile court. The Bluetown town hall hasn't been booked so regularly for years, I bet. Anyhow, the Whitetown probation officer reported all clear, the magistrates all heaved a sigh of relief and signed the order sending me to Pinktown. This time, though, as they had at last "dealt" with me, it was no longer necessary to provide me with a police escort. The probation officer had that job and she was in quite a flap, I should think, but anyhow it was all fixed up, and here I am. Now that I've settled down a bit, I'm getting on all right, but as I say, the town girls aren't messed about like that.

I don't think juvenile courts are much good, do you? The Bluetown justices only have a juvenile court once in a blue moon, and they didn't seem to have a clue. You said yourself that if it had been you who had pinched that cash, you'd have got an awful hammering from your headmaster, and that would have been all. I do think it's rotten that kids whose parents can afford to have them hammered by a headmaster escape all this juvenile court business. As you said yourself, if in another twenty years I drive a car too fast in a built-up area, the police will read about my larceny in their beastly records. I wish now that I was a boy and had been hammered by a headmaster. The Bluetown magistrates' clerk stopped the chairman from using the word "sentence"; it isn't a proper word to be used, not in a juvenile court, ha, ha. So I haven't been "sentenced," and I haven't been "convicted," because those aren't proper words; but whatever is the proper word, the police have got it all in their records for the rest of my life.

And all this charging about the country in police cars, what have the police got to do with it once I've pleaded guilty? I wish the police would all go home once they've

given their evidence, and leave someone else, like a probation officer, to tag around with me. I wish, too, that the Bluetown magistrates had packed in after satisfying themselves that I was guilty. I don't think they had much idea what to do with me, do you?

I couldn't understand why I had to be dragged back to Bluetown every time. You did explain that where I lived, or where my parents were, or where the remand home was, had nothing to do with the case, and that the only thing that gave the Bluetown court its power was that I pinched the money in the Bluetown petty sessional division. When I asked you why, you said that historically the petty sessional division coincided with the Wapentake, or Hundred, and that many of the boundaries are quite unchanged, in country districts, since pre-Conquest times. I do hope you will correct the spelling if you really mean to send this to the papers. Anyhow, it's all soppy to me. Why don't they get someone like the warden here, and make her a magistrate, and send her all over the place to deal with people like me? I've worked it out, and it would save a lot of time and bother.

Nuts to the Wapentake, but thank you for interesting yourself in my case.

Yours respectfully,

A. FELON (aged 16).

A Conveyancer's Diary

PAYMENT FOR IMPROVEMENTS TO SETTLED LAND

THE Settled Land Act, 1925, provided by s. 73 (1) that capital money arising under that Act should be invested or otherwise applied wholly in one, or partly in one or another or others, of certain modes there specified, one of these being " in payment as for an improvement authorised by this Act of any money expended . . . by a landlord under or in pursuance of the Agricultural Holdings Act, 1923 . . . in the execution of any improvement comprised in Part I or Part II of the First Schedule to the said Agricultural Holdings Act." As an ancillary to s. 73, which specifies the modes in which capital money may be used, s. 75 (2) of the 1925 Act provides that the investment or other application by the trustees (to whom capital money must in the normal case, by virtue of the preceding subsection, be paid) of capital money shall be made according to the direction of the tenant for life. A tenant for life was thus always able to exercise complete control in regard to the execution of any improvement falling within the provisions of either of the first two parts of Sched. I to the Agricultural Holdings Act, 1923, to the settled land. As the person entrusted with the management of the land he decided whether the improvement should be executed or not, and if the improvement was executed and paid for by him, he could direct the trustees of the settlement to raise the sum so expended out of capital money and pay it to him. The only qualification was that the improvement should have been executed after 1925, i.e., after the Settled Land Act, 1925, had come into force; if the improvement was executed before 1926, it appears that the court had a discretion whether to allow the tenant for life's expenditure thereon to be recouped to him out of capital money or not (see *Re Borough Court Estate* [1932] 2 Ch. 39, a decision which is, however, somewhat puzzling in some of its details).

The scope of this provision of the 1925 Act was enlarged by what is now s. 96 of the Agricultural Holdings Act, 1948, which provided that references in any enactment to Pts. I and II of Sched. I to the Agricultural Holdings Act, 1923, shall be construed as references to Sched. III to the Act of 1948 and to Pt. II of that Schedule. The effect of the latter Act in one important particular has been to include within the list of improvements specified in the relevant paragraph of s. 73 (1) of the Settled Land Act, 1925, " repairs to fixed equipment, being equipment reasonably required for the proper farming of the holding, other than repairs which the tenant is under an obligation to carry out." This change in the law has led to a number of applications to the court within the past few years, at least four of which have been reported.

The first of these was *Re Duke of Northumberland* [1951] Ch. 202. The tenant for life of settled land which was for the most part agricultural land had during a period commencing in 1945 expended considerable sums (indeed, they exceeded the net rents received during the period) in repairs to and in and about the maintenance of the settled land. There was no evidence of any similar expenditure for any period before 1945 before the court. The trustees applied to the court for guidance on, mainly, two questions: first, whether they were entitled, by virtue of the relevant enactments, to apply capital money in payment of expenditure incurred by the tenant for life since the 1st March, 1945, for repairs to fixed equipment on agricultural land (*a*) comprised in a tenancy, or (*b*) not so comprised and forming part of the settled land, and secondly, whether they were bound so to apply capital money under s. 75 (2) of the 1925 Act on a direction given them by the tenant for life. Vaisey, J., answered both these questions in the affirmative. No differentiation was made either in argument or in the judgment between expenditure incurred on repairs to fixed equipment before the 30th July, 1948 (when the Agricultural Holdings Act, 1948, came into force), and expenditure so incurred after that date; all such expenditure was treated as having been brought within the scope of s. 73 (1) of the 1925 Act, whenever incurred.

But in *Re Sutherland Settlement Trusts* [1953] Ch. 792, Harman, J., held that in order that expenditure incurred on an improvement within Sched. III to the Agricultural Holdings Act, 1948, might be capable of being recouped to the tenant for life pursuant to s. 73 (1) of the Settled Land Act, 1925, the expenditure must have been incurred at a time when the 1948 Act was in force, in other words, that in this respect the 1948 Act had no retrospective effect. Harman, J., rested his refusal to follow the earlier decisions on the ground that among many difficult points which Vaisey, J., had decided, this particular point had not been brought to his notice, and there is little doubt that the later decision is on this account to be preferred to the earlier.

The most recent of the reported cases on this legislation is *Re Wynn* [1955] 1 W.L.R. 940, and p. 542, *ante*. In this case a large amount of real estate was held, in accordance with certain trusts declared by a will, upon trust for sale and upon further trusts under which the income derived therefrom should be paid to two named persons during their joint lives in equal shares, with cross remainders between them on the death of either, and after the death of the survivor of them the capital of the trust property was to be held on certain other trusts. The will contained a number of directions to the trustees as to the management of the trust property, some of which were material to the application which is now reported. The testator directed them to continue the system of estate

management carried on by him, and declared that they might charge to income matters which might strictly be charged to capital; and he further directed his trustees to pay out of the income of his general estate (which was held to include the real estate devised by him on the trusts above mentioned) all costs of estate management and of repairs. During the lifetime of the two named income beneficiaries the Public Trustee (who was the sole trustee at the material times) carried out repairs to agricultural buildings forming part of the property and fixed equipment thereon required for the proper farming of agricultural land comprised in the property, none of these repairs being repairs which any tenant of the property was under an obligation to carry out. Until 1952 the costs of these repairs were debited to the income to which the income beneficiaries were entitled. Further sums had been similarly expended since 1952, but their allocation to capital or income was held in suspense pending the result of the application to the court.

The question for decision was whether (as the income beneficiaries claimed) having regard to the relevant legislation and to the decision in *Re Duke of Northumberland*, the trustee had power to apply capital money (of which he had an amount in his hands representing part of the real estate devised on trust by the testator and previously sold) in recouping to the income beneficiaries sums paid by the trustee out of income for repairs to fixed equipment on agricultural land forming part of the trust property, notwithstanding that such land was held on trust for sale. So far as the will was concerned, the position was quite clear: the trustees were not only entitled to pay for all repairs to the trust property, whatever its nature, out of income, but were enjoined to do so, and that is what the Public Trustee had done up to 1952. But the trust for sale vested in the trustees conferred on them, by virtue of s. 25 of the Law of Property Act, 1925, all the powers of a tenant for life and of trustees under the Settled Land Act, 1925, and the sections of the latter Act dealing with improvements were thus imported into the trust for sale created by the will. Harman, J., held that the result was that these statutory powers were superimposed on the powers in this respect which the trustees already possessed, including those which had been given to them by the will, with the further result that although the will enjoined that payment for repairs to (*inter alia*) fixed equipment should be made out of income, the trustees had now a discretion whether to debit the payment to income in accordance with the direction in the will or to capital under the statutory provisions relating to improvements to settled land. As regards future payments, the trustee of the will would thus have this choice to make.

As regards the payments which had already been debited to income, however, that is, those made up to 1952, Harman, J., refused to accept the argument that on the basis of the *Northumberland* case the trustee might recoup these from himself, by raising the sums required out of capital and paying them over to the life beneficiaries. In his judgment there was an essential difference in this respect between a settlement on trust for sale and a settlement under the Settled Land Act; in the former case it was not the life tenant who had spent the money, it was the trustee who had done so, in the exercise of his powers, and that having been done, no question arose of undoing it.

Because the application raised only the question whether the trustee had power to recoup to the life beneficiaries sums actually paid by him out of income for the repairs therein mentioned, the application failed *in toto*, and a hasty reading of this decision may leave the impression that in the case of realty held on trust for sale the power of utilising capital for such repairs which was declared to exist in the case of realty held on the trusts of a strict settlement in the *Northumberland* case has no application. This is not so. The power exists, concurrently with the powers of management which trustees possess under s. 102 of the Settled Land Act, 1925, and with any express powers given to them by the settlement, and it will now be a matter for consideration for trustees for sale, before any repair which comes within the appropriate provisions of the Agricultural Holdings Act, 1948, is paid for, to decide how it is to be paid for. In this sense the decision in *Re Wynn* has had the effect of extending, not constricting, the earlier decisions on this subject. "A B C"

Landlord and Tenant Notebook

CONTROL: SUSPENDED RATES INCREASE

ONE of the minor amendments of rating law made by the Rating and Valuation (Miscellaneous Provisions) Act, 1955 (which received the Royal Assent on 29th July; see *ante*, p. 603), deals with the situation which arises when a new valuation list shows an increased value for some particular property which has not, since the last valuation, undergone any substantial alteration, and a proposal is made for a reduction in the figure. By s. 1 (7) it is enacted that, until the proposal in question has been "settled," the total amount of rates recoverable for any year is not to exceed the total recoverable for the last year before the list came into force.

The possible consequences of this enactment in the case of controlled property of which the landlord pays the rates (*Steel* v. *Mahoney* [1918] W.N. 253 first showed that an increase due to increased value could be passed on) was not lost sight of, and a somewhat lengthy section, s. 12, claims the attention of those concerned.

Under this section, if and when the situation described in my first paragraph arises (including the making of the proposal for reduction), a landlord who serves a notice of increase on the increase of rates ground must accompany it by what is called a "statement" in the prescribed form (s. 12 (2)). This statement must inform the tenant of his rights. Up to the time of writing no form has been officially prescribed.

The tenant may, at any time before the proposal has been settled, react by serving the landlord with a "suspense notice" (subs. (3)). The effect is preservation of, or reversion to, the *status quo*; I mention both possibilities because, if the tenant should be a man of slow reactions, he will not be entitled to recover any rent he may have tamely paid before serving the suspense notice (subs. (4)). A later subsection, subs. (7), gives him a special remedy. Apart from this, the provisions of the Increase of Rent, etc., Act, 1920, operate as if there had been no notice of increase on the ground of increased rates payable by the landlord. The new enactment indirectly reminds us that rent control legislation is primarily concerned with rent, the security of tenure provisions being essentially ancillary in nature.

Both notices having been served, the parties sit back and await the settlement of the proposal. The procedure for settling questions raised by proposals is, as was mentioned in our article on the new Act (*ante*, p. 603), now governed by

Sched. I to that measure. Under s. 12 (5), if the result be no alteration, the landlord will be entitled to the whole of the suspended, unpaid balance; while if there be an alteration which, while not satisfying the proposer's aspirations, leaves some increase in rateable value, the landlord can recover a proportionate amount. A notice must be served, but no form is prescribed. Default as regards these balances is not, however, to count for recovery of possession purposes (Rent, etc., Restrictions (Amendment) Act, 1933, s. 3 (1) (*a*) and Sched. I (*a*)).

It is also provided that in the event of a reduction being made when no notice has been served, the person who paid rent is to be entitled to recover whatever amount he may have paid but which is not, as things have turned out, payable (1955 Act, s. 12 (7)).

It is a little unusual to find an amendment of rent control legislation effected by a statute not immediately concerned with landlord and tenant law, but this section may be said to do, in exceptional circumstances, something for tenants just as the Housing Repairs and Rents Act, 1954, s. 44, did something for landlords. Before that Act came into force the minimum one clear week's notice requirement of the Increase of Rent, etc., Restrictions Act, 1920, s. 3 (2) (statutory tenancies), might prevent the landlord from passing on part of the increase, i.e., if a rate were "made," or the demand note served, when the rating period had already run some time. The Act of 1954 enabled a landlord to serve a notice of increase making that increase recoverable from the day after service (s. 44 (2) (*a*)) *and* to include an amount in respect of a period immediately preceding that day and beginning not earlier than six weeks before the date of service; and this amount is deemed to be rent due on the day after service (s. 44 (1)).

Amendments of our rating law have not, however, dealt with one grievance (whether real or imaginary it is not for me to say) felt by many landlords. In the hotly contested case of *Assessment Committee of the Metropolitan Borough of Poplar* v. *Roberts* [1922] 2 A.C. 93 the House of Lords held, reversing the decision of the Court of Appeal (which had, by a majority, affirmed that of the divisional court), that the standard rent of controlled premises was not to be made a factor in valuing the property for rating purposes. The premises concerned had a standard rent of £48; a new valuation list assessed them at £112 gross, £94 rateable value. The occupier's case was that the well-known "hypothetical tenant" of rating law was one who would not pay more rent than what could be legally demanded of him. The decisive factor was thus the interpretation of the words "the annual rent which a tenant might *reasonably* be expected, taking one year with another, to pay for a hereditament . . ." And Lord Buckmaster's view was that the rent which the tenant might reasonably be expected to pay was the rent which, apart from all conditions affecting or limiting its receipt in the hands of the landlord, would be regarded as a reasonable rent for the tenant who occupied under the conditions which the statute imposed. Lord Sumner drew a distinction between what a tenant might be expected to pay and what a landlord might be able to exact.

And the decision was itself distinguished in *Rawlence* v. *Croydon Corporation* [1952] 2 Q.B. 803; 96 SOL. J. 530 (C.A.), in which a landlord of a controlled house with a maximum permitted rent of £45 a year resisted a notice to effect repairs served under the Housing Act, 1936, s. 9, on the ground that he was not "the person receiving the rack-rent," and therefore not "the person having control of" the house. As Somervell, L.J., tersely put it, the landlord based his contentions on the decision in *Poplar Assessment Committee* v. *Roberts*, the local authority relied on the reasoning in that decision. On the face of it it would appear to assist the landlord, as he could emphasise the point that rent control legislation was disregarded. But analysis showed that the Rent Acts controlled and restricted the value to the landlord while leaving unaffected the value to the occupier, with which rating is concerned. Denning, L.J.'s approach exposed the fallacy in this way: "The law requires those who assess rateable value to have a lively imagination. They have to picture the country as a land which is inhabited by tenants who are not real but hypothetical, and where the Rent Acts do not exist. The law does not require anything so far-fetched in the case of the Housing Acts. The local authority have to take every house as it is . . ."

And I think it can be said that the two latest amendments of the provisions relating to increase of rent of controlled premises on the ground of increased rates payable by the landlord are based on reality.

R. B.

HERE AND THERE

THE ESSENTIAL CHARACTER

THERE are an enormous number of fascinating things that one can do with a pillow. One can stop up a hole in a boat with it. One can smother a smallish fire or a largish enemy with it. One can use it as an insurance against unpleasant jars while learning to skate. One can adapt it as a stomach for Falstaff in amateur theatricals. The children can conveniently fell one another with it or, in extreme cases, they can produce from it a very creditable imitation of a snow-storm. But amid all this embarrassing choice of uses to which a pillow can undoubtedly be put, it still remains permissible to ask what a pillow is for, what is its function? And the answer is that it is to rest one's head on when one goes to bed. If that is not clearly borne in mind we lose our sense of the essential character of the pillow. Now, that sort of bemusement over the essential character of any object is one of the commonest causes of confusion in human affairs, since, if we exuberantly forget what it is really for, we may well at a critical moment find that we have either mislaid it or somehow disabled it from fulfilling its purpose. Similarly, human beings constantly suffer a species of amnesia as to their own identity and purpose, and the confusion is worst confounded where women are concerned. That women can make political speeches, argue points of law, fly aeroplanes, shoot the enemies of their country, excise the appendices of their patients, preach sermons, break stones, sail ships, no one will deny, but these interesting aptitudes are *nihil ad rem* in considering the essential functions for which nature (whether they like it or not) has framed and adapted them. To those functions all their other interesting little pursuits, like being soldiers, sailors, secretaries or solicitors, must take second place if the world is to go on.

EQUALITY AND IDENTITY

ONE suspects that when the suffragettes long ago made such a fuss about female emancipation and their particular conception of equality with men, they were confusing equality with identity, but the two are by no means synonymous.

That rather unaccountable yearning to do all the things that men had theretofore done, and women had not, had in it a curiously unimaginative imitativeness, as if the mass of men had suddenly organised public demonstrations to demand that the world should be reorganised to enable them to do fine needlework and dressmaking and bath babies. The demand would have been none the less eccentric because it could be truthfully asserted that those activities were useful, dexterous and interesting. It has not been in the exercise of characteristically masculine attributes that women have achieved their highest influence and power, and it has been amusing to hear that the deceptively slight and lovely girl who in public performances bends iron bars and the longest nails prefers in private to conceal her strength and let men treat her with the consideration due to fragile femininity. That's the right instinct, or anyhow the wise one. Seen in that light, the female police officer, when she first appeared on the social scene, seemed to be the *reductio ad absurdum* of all that suffragettes had been claiming, for, if you look at their early pictures you will see that many of them were particularly charming young women, and the notion that they should have marched and counter-marched, chained themselves to railings, fired the contents of pillar-boxes, suffered imprisonment and even death for the privilege of wearing that terrible uniform, those high tight boots, that broad unbecoming helmet, seemed not only beyond reason, but beyond conceivable caprice.

BASIC CHARM AGAIN

WELL, the uniform is a lot better now, but in a woman the ambition to be a street corner enforcer of law and order still seems as unaccountable as an ambition to be a sewer inspector or a coalminer (callings, no doubt, opened up to them by the principle of identity of opportunity). But nature has a way of reasserting itself and there are already signs that, even within the framework of the police force, femininity will find itself again and put female aptitudes to their most effective uses. One such sign may be found in the background of the recent case of George Fraser, convicted in the Clerkenwell magistrates' court of loitering for the purpose of betting. The chief evidence against him was an attractive young woman in a canary-coloured twin set and a navy blue skirt. The accused, she said, had got into conversation with her in the Pentonville Road and while they were talking a stranger came up and said, "Half a minute, George. Can you do a couple of bob on Jobber?" George said "O.K." and took the money. Poor George, he continued the conversation, which the girl in the witness-box unappreciatively and prosaically described as "idle gossip." He asked if he could go home with her and tried to make an appointment, for, as he admitted to the prosecuting solicitor, he fancied his chance with her. "It was you who approached her?" "Yes, that's where I made a mistake." For three days running they met at King's Cross, and on the third day the charming girl remarked, "I am a police officer and I am arresting you for street betting." "I can imagine nothing more likely to damp a man's enthusiasm," said the magistrate at that stage in the story. No doubt, in a different social setting, Moira, the charming policewoman of King's Cross, is a spiritual grandaughter of Olga the Beautiful Spy, who used to wheedle the plans of the fort from the susceptible attaché and secrete them in the recesses of her corsage with a low mocking laugh. From international intrigue to street betting may be a decline, but women are back to using their distinctive weapons, even in the police force, and one day Moira may be promoted to glamorous atomic adventures.

RICHARD ROE.

CORRESPONDENCE

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL]

Rewards of Private Practice: A Salaried Solicitor's View

Sir,—As a salaried solicitor I have read with some scepticism of the complaints made by solicitors in private practice about their inadequate remuneration and their non-participation in superannuation schemes.

As regards remuneration—the chief contention is that the scale of conveyancing charges has not been revised since the Order of 1944—but, of course, the sale price of houses since then has at least trebled, which has directly increased the solicitors' fees. I have never seen this fact mentioned in any discussion of the subject.

As regards superannuation—I have extracted all the figures of estates left by solicitors in private practice which have been published in your journal this year from January to July inclusive. There have been thirty-four estates totalling £1,660,000—an average of £48,000. One estate under £10,000, six between £10,000–£20,000, eleven between £20,000–£50,000 and sixteen over £50,000.

I do not know on what basis you select estates for mention, but assume they are typical, and for aught I know comprehensive. At any rate one can safely say that no solicitor paid by salary can ever save money like this, nor can he live in anything like the style enjoyed by those who amassed such wealth whilst they earned. If it be said that some of these solicitors have made their fortunes by work other than ordinary practice the reply is that salaried solicitors are invariably expressly forbidden to engage in outside activities but must devote the whole of their time to their official duties.

After my little research I am more cynical than ever. Can any of your readers who practise privately and feel aggrieved remove my cynicism and try to justify increased remuneration and assistance for pension schemes in view of the figures I have given?

Blackburn. "OVERDRAFT."

[Our correspondent appears to have overlooked the fact that in their memorandum to the Lord Chancellor on the subject of conveyancing costs in 1948, The Law Society did not ask for an increase in the scale for unregistered conveyancing transactions up to £10,000 (see Law Society's Annual Report, 1947–48, p. 53).

The figures of estates of deceased solicitors published in THE SOLICITORS' JOURNAL are not claimed to be comprehensive or typical. All such figures reaching us in the ordinary course of news-collection are published, but it is precisely because they are untypical, whether by reason of their size or in some other way, that they are considered to have news value.—ED.]

Battle of Britain Week, 1955 (12th—18th September)

Sir,—As a nation we have short memories. I wonder how many of your readers realise that this week brings the fifteenth anniversary of one of the most decisive battles in our history—a battle no less crucial than Trafalgar or Waterloo. I refer of course to the Battle of Britain, and my purpose in so doing is to appeal for support for the Royal Air Force Benevolent Fund, which has shouldered a substantial part of the nation's debt arising from the battle. Every year over 20,000 calls are made upon the fund for help in many sorts of emergencies. These calls come from those who served or are serving in the R.A.F. and W.R.A.F.; many are from those who fought in the Battle of Britain or from dependants of those killed.

Many types of help are given, ranging from financial assistance for the aged and sick to the education of the children of those killed or disabled while serving. Education, for example, cost

over £183,000 last year out of a total of £557,316 spent on all forms of assistance. Well over £6½m. has been spent since the fund was founded in 1919; 253,309 awards were made between V.J. Day and the end of last year. That is a great deal of money, involving a great deal of work, but it is a great work, work that must go on—increasingly, perhaps, as veterans of the war years grow older and for the first time require assistance.

Memories of the battle itself may grow dim—children born in 1940 will soon be leaving school and many of those who fought the battle have long left the R.A.F. Yet, while memories of the conflict may fade, we must never forget our obligations to those who fought as "The Few" and to their many colleagues who flew and died in theatres of war all over the world. The R.A.F. Benevolent Fund has a duty to remain strong to aid. Its strength can come only from the public; therefore all contributions and donations, no matter how small, will be thankfully received by me at 67 Portland Place, London, W.1.

London, W.1. KNOLLYS.

REVIEWS

Emmet's Notes on Perusing Titles and on Practical Conveyancing. Vol. I. Fourteenth Edition in two volumes. By J. GILCHRIST SMITH, LL.M., Solicitor (Honours), Deputy Town Clerk, County Borough of Middlesbrough. 1955. London: The Solicitors' Law Stationery Society, Ltd. £4 net.

A new edition of Emmet is always an outstanding event in the conveyancing world and the appearance of vol. I of the 14th edition is very much to be welcomed. The new volume retains the same general form as its fellow in the 13th edition which appeared some five years ago. No radical changes have been made, but, in addition to bringing the statement of the law up to the 1st April, 1955, Mr. Gilchrist Smith has re-written some passages and rearranged others so as to give still more practical guidance and make it more readily available.

Subjects dealt with for the first time in the new edition include the rules as to the sale of houses by local authorities and as to the making of improvement grants, the effect of the New Streets Act, 1951, and the statutory requirements for the redemption of land tax. A passage has also been included dealing with a subject of increasing importance, which judging from the recent Commonwealth Law Conference is of as much current interest overseas as it is here, namely, the disposition of interests in flats. Mr. Gilchrist Smith favours the disposition of flats for long terms of years rather than in fee simple, as being the more practicable method of defining and maintaining the rights and liabilities of the various parties, though it may be that in the long run the maintenance of the structure and character of the building of which the flats are part will depend as much on the personalities of the occupiers as on the precise legal method of disposition employed.

Especially to be commended is the re-written and expanded statement on the apportionment of rent and outgoings and the payment of interest on completion.

Case law propounded since the last edition has been duly incorporated. Such recent cases in the Court of Appeal as *Cooper* v. *Critchley*, on the meaning of "an interest in land," and *Hopgood* v. *Brown*, the boundary dispute case, find their place, though the interesting *Ellenborough Park* case on *jus spatiandi* was decided too late for inclusion, but will no doubt find its place in the first of the supplements which are to be issued from time to time during the life of the new edition.

A useful new feature is a table of references showing where in the book particular conditions contained in The Law Society's Conditions of Sale, 1953, and the National Conditions of Sale, 16th edition, are dealt with.

Apart from the new law, the rearrangements made facilitate quick reference, always an important matter in a practice book; thus the passages dealing with sales by the owners of club property, chapels and church lands, which originally appeared a little obscurely under Trusts in vol. II, are now brought forward to their rightful place in vol. I, where they appear in the chapter on Parties among building societies, charities, corporations and the other numerous special types of persons who may be parties to conveyances.

The last edition of Emmet appeared before much experience had been gained of the effect on conveyancing of the Town and Country Planning Act, 1947, and all its associated subordinate legislation, about which there were two schools of thought. Now Mr. Gilchrist Smith, who belonged to the more conservative school who thought it had no radical effect, is able to say that the views he expressed then are those now generally accepted. This is not to say that he does not regard planning law as important: indeed, he pays particular attention to it wherever relevant and more particularly, so far as concerns vol. I, in discussing the preliminary inquiries to be made before contract. It is, indeed, a sign of the times that, whereas in the last edition fire insurance was the first item mentioned in chapter I on matters preliminary to signature of contract, in the new edition it is the last one after many pages on searches and preliminary inquiries. The passage of time is also marked by the disappearance from the list of abbreviations describing works of reference of the items relating to Blackstone's Commentaries, Littleton's Tenures and Sheppard's Touchstone, though that relating to Coke on Littleton still survives. Much as one may regret the severance of links with the past, this is at least evidence of the editor's thorough revision.

To those who already possess the last edition, their experience of that edition, together with the continuing editorship of Mr. Gilchrist Smith, will undoubtedly be sufficient commendation of the new one. To those who have not yet enjoyed the great benefits which Emmet confers on its possessor, the reviewer can only say that here is an authoritative practical book on conveyancing, written and edited by practising solicitors for practising solicitors and providing quickly and in readily understandable form the answers, so difficult to find in more theoretical works, to the questions which continually arise in their offices.

The Holmes Reader. Selected and edited by JULIUS J. MARKE, Law Librarian, New York University. London: Sweet and Maxwell, Ltd., for Oceana Publications, New York City. Cloth £1 5s., paper 8s.

The sub-title describes it—"the life, writings, speeches, constitutional decisions, etc., of the late Oliver Wendell Holmes, Associate Justice of the Supreme Court of the United States, as well as an evaluation of his work and achievements by eminent authorities." The speeches and writings take up about 120 pages; the contributions, on an obviously beloved theme by the eminent authorities, about 150. Holmes' great English contemporary in the academic sidewalk of the law, Sir Frederick Pollock, is represented by a reprint of an article written for America in celebration of the subject's ninetieth birthday, and figures as the recipient of some letters extracted briefly from the well-known correspondence between the two. Beside formal addresses such as "The Soldiers' Faith" and articles such as "Ideals and Doubts," the few letters printed here seem trivial, a reaction one certainly does not get from the correspondence as a whole.

The English reader who can find time to digest this collection cannot fail to obtain a very clear idea and a warm impression of the militant jurist and scholar.

SURVEY OF THE WEEK

STATUTORY INSTRUMENTS

Basingstoke-Newbury Trunk Road (East of Kingsclere Diversion and Kingsclere By-Pass) Order, 1955. (S.I. 1955 No. 1372.) 5d.

Draft **Indiarubber** Regulations, 1955.

Metropolitan Water Board (Extension of Time) Order, 1955. (S.I. 1955 No. 1373.)

Newtown and Llanllwchaiarn (Water Charges) Order, 1955. (S.I. 1955 No. 1364.)

Petty Sessional Divisions (Staffordshire) Order, 1955. (S.I. 1955 No. 1374.) 6d.

Retail Furnishing and Allied Trades Wages Council (Great Britain) Wages Regulation (Amendment) (No. 2) Order, 1955. (S.I. 1955 No. 1366.) 5d.

South-Eastern Fire Area Administration Amendment Scheme Order, 1955. (S.I. 1955 No. 1367 (S. 126).)

Stopping up of Highways (Flintshire) (No. 1) Order, 1955. (S.I. 1955 No. 1359.)

Stopping up of Highways (Gloucestershire) (No. 7) Order, 1955. (S.I. 1955 No. 1354.)
Stopping up of Highways (Hertfordshire) (No. 5) Order, 1955. (S.I. 1955 No. 1357.)
Stopping up of Highways (Hertfordshire) (No. 6) Order, 1955. (S.I. 1955 No. 1360.)
Stopping up of Highways (Hertfordshire) (No. 7) Order, 1955. (S.I. 1955 No. 1362.)
Stopping up of Highways (Kent) (No. 15) Order, 1955. (S.I. 1955 No. 1356.)
Stopping up of Highways (Kingston upon Hull) (No. 3) Order, 1955. (S.I. 1955 No. 1353.)
Stopping up of Highways (London) (No. 38) Order, 1955. (S.I. 1955 No. 1351.)
Stopping up of Highways (Plymouth) (No. 7) Order, 1955. (S.I. 1955 No. 1361.)
Stopping up of Highways (Staffordshire) (No. 3) Order, 1955. (S.I. 1955 No. 1355.)
Treasury (Loans to Local Authorities) (Interest) (No. 4) Minute, 1955. (S.I. 1955 No. 1388.)
Treasury (Loans to Persons other than Local Authorities) (Interest) (No. 4) Minute, 1955. (S.I. 1955 No. 1389.)
Welfare Foods (Great Britain) (Amendment) Order, 1955. (S.I. 1955 No. 1369.)
Welfare Foods (Northern Ireland) (Amendment) Order, 1955. (S.I. 1955 No. 1370.)
Winchester-Preston Trunk Road (Winchester Northern By-Pass, Kings Worthy Link) Order, 1955. (S.I. 1955 No. 1371.)

[Any of the above may be obtained from the Government Sales Department, The Solicitors' Law Stationery Society, Ltd., 21 Red Lion Street, W.C.1. The price in each case, unless otherwise stated, is 4d. post free.]

POINTS IN PRACTICE

Lease of House and Furniture to Wife—Whether Registrable as Bill of Sale

Q. We have a client whose finances are quite substantial and who is completely solvent at the moment. He is, however, faced with a legal action in which, if he is unsuccessful, he may well be made responsible for heavy damages. He has therefore asked us to advise on a suggestion he has raised for protecting his house and furniture from his creditors for the benefit of his wife and infant children. He suggests that he should lease his house and furniture to his wife on a furnished lease for a period of, say, three years. The rent would be the full economic rent and if necessary he would be quite prepared to see that the rent was duly and regularly paid to him by his wife out of her own resources. We have been concerned with the possible effect upon such a transaction of the Bills of Sale Act, but cannot satisfy ourselves as to whether such a lease would be within the Act and so require registration. This would, in our client's circumstances, be quite undesirable. Can you please, therefore, advise us whether the suggested or any other method would be effective to protect his house and furniture against a trustee in bankruptcy?

A. We do not think that the lease would be a bill of sale. It is not by way of security for money, which knocks out the 1882 Act, and so far as the principal Act of 1878 is concerned (dealing with absolute bills of sale) the legal title to the furniture would be in the wife for the term of the lease, and the law would therefore regard her as having the possession rather than the husband (*French* v. *Gething* [1922] 1 K.B. 236, and see Halsbury, 3rd ed., vol. 3, p. 270). But as to whether the lease would be effective against a trustee in bankruptcy, the Bills of Sale Acts do not give a complete answer. On the whole, as the lease is to be for valuable consideration and is not in favour of a creditor, and as the client is not at the moment unable to pay his debts, we think the lease would hold good, but the parties must be prepared for a very full inquiry by any trustee. We have assumed that the anticipated award of damages relates to an alleged tort. If the client has committed a breach of contract which can now be quantified as a debt, it may not be correct to treat him as solvent.

Company—Capitalisation of Profits—Reorganisation to Avoid Additional Capital Duty

Q. A company regulated by the Companies Act, 1948, proposes to capitalise profits by issuing additional ordinary shares. The present authorised capital consists of ordinary shares and preference shares, and many shares in each class remain unissued. As the proposed issue will exceed the present permitted number of ordinary shares, it is proposed in order to avoid the payment of additional duty involved in a simple increase of share capital, to reorganise the shares by reducing the number of authorised preference shares (without affecting the issued preference shares) and increasing the number of ordinary shares, without increasing the share capital. This reorganisation does not seem to us to be covered by s. 61 of the Companies Act, 1948, nor by s. 206. It does seem to be within the definition of "arrangement" in s. 206 (6), but as the shares affected by the arrangement are not issued it can hardly be said that the arrangement is with members of the company. Would you please advise whether the proposed reorganisation of shares is governed by s. 61 or s. 206, and if by neither, whether any other section is applicable.

A. (1) The normal method of reorganising the share capital for the purpose of the proposed capitalisation would be to pass a special resolution to the following effect: "That each of the [20,000] per cent. cumulative preference shares of [£1] each in the capital of the company numbered to (all the said shares being unissued) be and is hereby converted into one ordinary share of [£1] each identical in all respects with the existing ordinary shares in the capital of the company." An addition might, for the reason given in para. (4) below, be desirable. (2) The matter could be dealt with, along the lines you have in mind, by a special resolution to the following effect: "That the share capital of the company shall be and is hereby reorganised by cancelling the [20,000] per cent. cumulative preference shares of [£1] each numbered to (none of which shares has been taken or agreed to be taken by any person) and by creating in their place [20,000] ordinary shares of [£1] each identical in all respects with the existing ordinary shares." An addition might, for the reason given in para. (4) below, be necessary. The cancellation falls within s. 61 of the Companies Act, 1948, and the simultaneous creation of new shares of the same nominal amount does not give rise to any additional capital duty. (3) The form of resolution set out in para. (2) above is the appropriate form if the rights of the preference shares are laid down in the memorandum of association without provision for variation or are for some other reason incapable of variation. In either case—and see para. (4) below—it may be necessary that a class consent of the preference shareholders should be obtained, although we cannot advise on this because we have not seen the memorandum and articles of association; in a normal case such a class consent may not be necessary, but it is better to obtain it and thus remove any shadow of doubt. (4) It depends upon the terms applicable to the preference shares as to whether or not, in the absence of express provision in the special resolution, it would be possible at a later date to create further preference shares so as to bring the number authorised back to the original figure. We cannot advise on this as we have not the relevant data. Probably, however, the point can be met by adding appropriate wording to the special resolution. (5) It is desirable to embody in the special resolution an alteration to the capital clause in the articles of association so as to bring it into line with the reorganised capital. If this is done, wording providing for the point raised in para. (4), above, can be included in the revised article; appropriate wording, assuming that the rights of the preference shares at present are such that consent is required to the creation of further preference shares ranking *pari passu*, might be: "The company may create and issue a

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, 21 Red Lion Street, London, W.C.1.

They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all.

total of not more than [20,000] per cent. cumulative preference shares of [£1] each identical in all respects with the existing [80,000] per cent. cumulative preference shares of [£1] each but save as aforesaid the creation or issue of further shares ranking as regards participation in the profits or assets of the company in any respect *pari passu* with the said [80,000] per cent. cumulative preference shares shall be deemed to be a variation of the special rights attached to such shares."

Right of Way—TERMINABLE LICENCE—RULE AGAINST PERPETUITIES

Q. *A* is the owner of a freehold strip of land and is granting *B* (the owner of adjoining property) a right of way over the strip by a licence in writing reserving a nominal rent (if demanded). *B* undertakes to maintain the strip in good condition and it is desired to reserve to *A* the right to terminate the licence (*a*) in the event of a breach of *B's* obligations under the licence, or (*b*) if the strip of land is required at any time for use in connection with other adjoining property belonging to *A*. Is the right to terminate the licence affected by the rule against perpetuities or can this right be reserved to *A* so as to be exercisable at any time hereafter? A reference to authorities on this point will oblige.

A. It is assumed that *B* is to be granted a licence only and not an easement benefiting his adjoining land. On this basis, we think the decision in *Smith* v. *Colbourne* [1914] 2 Ch. 533 is authority for the proposition that such a licence is not affected by the rule against perpetuities; see, for instance, Swinfen Eady, L.J.'s remarks at p. 543. The rule against perpetuities applies to the vesting of estates and interests in *property*. Until recent years, it was not suggested that a personal licence created any interest in property; at the present time, the matter is the subject of learned argument, for instance, by Mr. H. W. R. Wade in *Law Quarterly Review*, vol. 68, p. 337, and Mr. G. C. Cheshire in *Modern Law Review*, vol. 16, p. 1. Compare the comments in Halsbury's Laws of England, 2nd ed., vol. 25, pp. 108, 109. Nevertheless, we have no doubt in expressing the view that the right to terminate the licence in the circumstances suggested is not affected by the rule against perpetuities. Even if a right to a form of property is created the rule would not apply to the termination of the licence. It is clear that the right of property can exist only where equity would restrain a breach of contract by revocation of the licence. Therefore, on the present authorities, it seems clear that a right to terminate the contract granting the licence in circumstances however remote can be reserved. There can be no allegation that a right of property exists thereafter, and, therefore, we think the rule does not apply. Compare the remarks in Halsbury, *op. cit.*, pp. 121, 122, as to personal contracts. In our view, the decision in *Smith* v. *Colbourne* on the question of perpetuity is binding and would be followed notwithstanding any recent decisions which might suggest that a licence creates some form of interest in property.

NOTES AND NEWS

Honours and Appointments

Mr. NEVILLE ADOLPH ST. LOUIS CLARE, Resident Magistrate, Jamaica, has been appointed a Puisne Judge of Her Majesty's Supreme Court, British Guiana.

Mr. E. A. J. EDMONDS, Resident Magistrate, Tanganyika, has been appointed a Puisne Judge, Kenya.

Personal Notes

Mr. J. B. Gillam, solicitor, of Dorchester, was married on 20th August to Miss A. R. Vallance, of Drummore, Stranraer, Wigtownshire.

Mr. J. C. Ransome, solicitor, of High Holborn, London, W.C.1, was married on 3rd September to Miss M. C. Thatcher.

Miscellaneous

SERVICE AT WESTMINSTER ABBEY, MONDAY, 3RD OCTOBER, 1955

On the occasion of the re-opening of the Law Courts a special service will be held in Westminster Abbey on Monday, 3rd October, 1955, at 11.45 a.m., which the Lord Chancellor and Her Majesty's judges will attend.

Members of the junior Bar and Bar students wishing to attend the service must notify the Secretary of the General Council of the Bar not later than Thursday, 29th September.

Barristers attending the service must wear robes. Students must wear students' gowns. All should be at the Langham Room of the Deanery via Dean's Yard (instead of Jerusalem Chamber), where robing accommodation will be provided, not later than 11.30 a.m.

A limited number of seats will be available for relations and friends of members of the Bar and admission to these seats will be by ticket only. Applications for these tickets should be made:

(*a*) by Queen's Counsel direct to Mr. John Hunt, Crown Office, House of Lords, S.W.1;

(*b*) by members of the junior Bar to the Secretary of the General Council of the Bar, 2 Stone Buildings, Lincoln's Inn, W.C.2.

Ticket holders must be in their seats by 11.35 a.m.

CLAIMS FOR WAR DAMAGE IN FRENCH OVERSEAS TERRITORIES

The Board of Trade wishes to draw attention to the following information additional to that given in the announcement at p. 32, *ante*, regarding the Exchange of Notes dated 6th October, 1954, between Her Majesty's Government in the United Kingdom and the Government of the French Republic. This exchange concerned the provisions for the payment of compensation to British subjects who had sustained war losses or war damage in French Overseas Departments and Territories during the Second World War.

The authorities to whom claims should be addressed are:—

French Zone of Morocco

For claims arising in the regions of Rabat, Meknes, Fez or Oujda.	British Consulate-General, Rabat.
For claims arising in the regions of Casablanca, Marrakech or Agadir.	British Consulate-General, Casablanca.

Tunisia (change of address)

Ministere de l'Urbanisme et de l'Habitat (Service de Dommages de Guerre), Cité-Jardins, Tunis.

The closing date for the admission of claims is 10th December, except in the case of losses arising in Tunisia where the closing date has been extended to 1st February, 1956.

Claims forwarded to the Tunisian authorities should be submitted in duplicate, by registered post, on application forms which may be obtained from the above address. Claimants who may have submitted claims to the Tunisian authorities prior to the date of the Exchange of Notes on 6th October, 1954, must now submit fresh claims. It is understood that claimants who, following the instructions in the announcement at p. 32, *ante*, may have sent their application to M. le Résident-Général, Commissariat à la Réconstruction et au Logement, Tunis, will not forfeit their claim for compensation provided that they can prove that it was made during the twelve months following 1st February, 1955.

TITHE REDEMPTION COMMISSION

TITHE ACTS, 1936 AND 1951

It is announced that the Treasury have fixed at 4¼ per cent. as from the 8th September, 1955, and until further notice, the rate of interest to be adopted in discounting future payments in respect of instalments of an annuity charged by the Tithe Act, 1936, for the purpose of determining, in accordance with the Redemption Annuities (Extinguishment and Reduction) Rules, 1937, the amount of consideration money to be paid for the redemption of the annuity.

On the basis of this rate of interest, the amount required to redeem an annuity is approximately 19¼ times the amount of the annuity (or 38½ times the amount of the half-yearly instalment).

DEVELOPMENT PLANS

County Borough of Birkenhead Development Plan

Proposals for alterations or additions to the above development plan were on 2nd September, 1955, submitted to the Minister of Housing and Local Government. The proposals relate to land situate within the Parish of St. Mary and the Clifton Ward of the borough. A certified copy of the proposals as submitted has been deposited for public inspection at the Town Hall, Hamilton Square, Birkenhead.

The copy of the proposals so deposited, together with a copy of the plan, are available for inspection, free of charge, by all persons interested at the place mentioned above between 9 a.m. and 5.30 p.m. on Mondays to Fridays, and between 9 a.m. and 12 noon on Saturdays. Any objection or representation with reference to the proposals may be sent in writing to the Secretary, Ministry of Housing and Local Government, Whitehall, London, S.W.1, before the 22nd October, 1955, and any such objection or representation should state the grounds on which it is made. Persons making an objection or representation may register their names and addresses with the Birkenhead Corporation at the Town Clerk's Office, Town Hall, Hamilton Square, Birkenhead, and will then be entitled to receive notice of any amendment of the plan made as a result of the proposals.

City of Oxford Development Plan

On 24th August, 1955, the Minister of Housing and Local Government approved with modifications the above development plan. A certified copy of the plan as approved by the Minister has been deposited at the Town Hall, Oxford, and will be open for inspection free of charge by all persons interested between the hours of 9.30 a.m. and 12.30 p.m. and 3 p.m. and 5 p.m. on weekdays except Saturday when it will be available between the hours of 9.30 a.m. and 12 noon. The plan became operative as from 2nd September, 1955, but if any person aggrieved by the plan desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the approval of the plan, he may, within six weeks from 2nd September, 1955, make application to the High Court.

Gloucestershire Development Plan

On 30th July, 1955, the Minister of Housing and Local Government approved with modifications the above development plan. A certified copy of the plan as approved by the Minister has been deposited at the office of the County Planning Officer at Upton Lane, Barnwood, Gloucester, and certified copies or extracts of the plan so far as it relates to the undermentioned districts have also been deposited at the places mentioned below :—

Districts above referred to	*Places above referred to*
Cheltenham Borough	(1) Municipal Offices, Cheltenham. (2) Area Planning Office, Glensanda, Montpellier Parade, Cheltenham.
Tewkesbury Borough	The Town Clerk's Office, High Street, Tewkesbury.
Charlton Kings Urban District	(1) Council Offices, Copt Elm Road, Charlton Kings, Cheltenham. (2) Area Planning Office, Glensanda, Montpellier Parade, Cheltenham.
Cirencester Urban District ..	Municipal Offices, Cirencester.
Kingswood Urban District ..	(1) Council Offices, Kingswood, Bristol. (2) Area Planning Office, Conygre House, Filton, Bristol.
Mangotsfield Urban District ..	(1) 26 South View, Staple Hill, Bristol. (2) Area Planning Office, Conygre House, Filton, Bristol.
Nailsworth Urban District ..	Council Offices, Nailsworth.
Stroud Urban District	Council Chambers, Stroud.
Cheltenham Rural District ..	(1) 14 Imperial Square, Cheltenham. (2) Area Planning Office, Glensanda, Montpellier Parade, Cheltenham.
Cirencester Rural District ..	5 Dyer Street, Cirencester.
Dursley Rural District ..	Council Offices, Kingshill, Dursley.
East Dean Rural District ..	Council Offices, Cinderford.
Gloucester Rural District ..	29 Brunswick Square, Gloucester.
Lydney Rural District ..	63 High Street, Lydney.
Newent Rural District	Council Offices, High Street, Newent.
North Cotswold Rural District	Council Offices, Moreton-in-Marsh.
Northleach Rural District ..	Council Offices, Northleach.
Sodbury Rural District ..	(1) Council Offices, Chipping Sodbury, Bristol. (2) Area Planning Office, Conygre House, Filton, Bristol.
Stroud Rural District	Council Offices, John Street, Stroud.
Tetbury Rural District ..	Council Offices, Tetbury.
Thornbury Rural District ..	(1) Council Offices, Thornbury. (2) Area Planning Office, Conygre House, Filton, Bristol.
Warmley Rural District ..	(1) Council Offices, Warmley House, Warmley. (2) Area Planning Office, Conygre House, Filton, Bristol.
West Dean Rural District ..	Council Offices, Coleford.

The copies or extracts of the plan so deposited will be open for inspection free of charge by all persons interested between the hours of 9 a.m. and 5 p.m. on weekdays and 9 a.m. and 12 noon on Saturdays. The plan became operative as from 2nd September, 1955, but if any person aggrieved by the plan desires to question the validity thereof or of any provision contained therein on the ground that it is not within the powers of the Town and Country Planning Act, 1947, or on the ground that any requirement of the Act or any regulation made thereunder has not been complied with in relation to the approval of the plan he may, within six weeks from 2nd September, 1955, make application to the High Court.

It is announced that the next talk in the Third Programme's "Law in Action" series will be broadcast on Sunday, 18th September, and will deal with the law relating to innkeepers and motorists. It will be given by Mr. J. W. A. Thornely, Fellow of Sidney Sussex College, Cambridge, and a licensee's liability for cars put by patrons into his car park will be amongst the points to be considered.

Wills and Bequests

Mr. Percy Charles Dashwood Blake, of Brooklands, Cheshire, solicitor, left £43,710 (£42,751 net). He left £3,000 to Clare College, Cambridge, and £1,000 each to Manchester Cathedral and the Manchester Grammar School.

Mr. Tom Townley Hindle, solicitor, of Accrington, left £12,795.

Sir George Gibson Mitcheson, M.P. for South-West St. Pancras from 1931 to 1945, and at one time a solicitor in Batley, left £251,482 (£248,345 net).

Mr. Ernest Peck, solicitor, of Long Eaton, Castle Donington, and Derby, left £21,396 (£15,930 net).

Mr. Reginald Mark Rowe, retired solicitor, of Ilfracombe, left £55,990 (£53,889 net).

Mr. W. P. Snook, solicitor, of Nottingham, left £70,164 (£69,187 net).

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertising Offices : 21 Red Lion Street, London, W.C.1. Telephone: CHAncery 6855.

Annual Subscription : Inland £3 15s., Overseas £4 5s. (payable yearly, half-yearly or quarterly in advance).

Advertisements must be received first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).